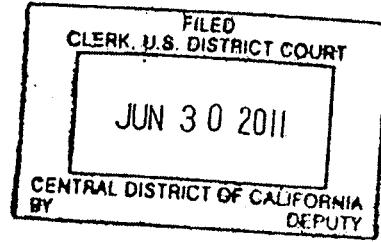


SEYFARTH SHAW LLP
Lorraine H. O'Hara (SBN 170153)
E-mail: lohara@seyfarth.com
Joshua A. Rodine (SBN 237774)
E-mail: jrodine@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219



Attorneys for Defendants
UNITED AIR LINES, INC. and DAVID CONDEMI

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TEDDY SALANGA, an individual,

Plaintiff,

v.

UNITED AIR LINES, INC., a
corporation; DAVID CONDEMI, an
individual; and DOES 1 through 20,
Inclusive,

Defendants.

LAGV 11-5456 GAF (PJWx)

NOTICE OF REMOVAL OF
CIVIL ACTION

(Los Angeles County Superior Court
Case No. BC BC461897)

Complaint Filed: May 19, 2011
Complaint Served: June 1, 2011

TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HIS
ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendants United Air Lines, Inc. ("UAL")
and David Conde mi ("Conde mi") (collectively "Defendants") hereby file this
notice of removal pursuant to 28 U.S.C. sections 1331, 1332, 1367, 1441 and 1446
in order to effect the removal of the above-captioned action, which was

NOTICE OF REMOVAL

1 commenced in the Superior Court of the State of California in and for the County
2 of Los Angeles, and state that the removal is proper for the following reasons:

3 **TIMELINESS OF REMOVAL**

4 1. On or about May 19, 2011, Plaintiff Teddy Salanga ("Plaintiff") filed
5 a Complaint against Defendants UAL and Condeemi, and various Doe defendants,
6 in the Superior Court of the State of California, County of Los Angeles, Case No.
7 BC461897.

8 2. The Complaint for Damages was served on UAL on June 1, 2011.
9 This Notice of Removal is timely filed as it is filed within thirty (30) days of June
10 1, 2011, the date of service of the Summons and Complaint for Damages. 28
11 U.S.C. § 1446(b).

12 **DIVERSITY JURISDICTION**

13 3. The Court has original jurisdiction of this action under 28 U.S.C.
14 section 1332(a)(1). As set forth below, this action is removable pursuant to the
15 provisions of 28 U.S.C. section 1441(a) as the amount in controversy is in excess
16 of Seventy-Five Thousand Dollars (\$75,000), exclusive of interest and costs, and is
17 between citizens of different states.

18 **PLAINTIFF'S CITIZENSHIP**

19 **Plaintiff is a California Citizen**

20 4. Plaintiff is, and at all times since the commencement of this action has
21 been, a resident of the State of California. (Compl. ¶ 1.) For diversity purposes, a
22 person is a "citizen" of the state in which he is domiciled. *Kantor v. Wellesley*
23 *Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A party's residence is *prima*
24 *facie* evidence of his domicile. *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d
25 514, 520 (10th Cir. 1994). Therefore, Plaintiff is, or was at the institution of this
26 civil action, a citizen of California.

DEFENDANTS' CITIZENSHIP

A. UAL Is Not a California Citizen

5. UAL is now, and was at the time of the filing of this action, incorporated in the State of Delaware and has its principal place of business in the State of Illinois.

6. Pursuant to 28 U.S.C. section 1332(c), "a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business." The appropriate test to determine a corporation's principal place of business is the "nerve center" test. *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010). Under the "nerve center" test, the principal place of business is the state where the "corporation's officers direct, control, and coordinate the corporation's activities" and where the corporation maintains its headquarters. *Id.* UAL's principal place of business is Illinois because that is the location of its "nerve center," based on the factors described above. Accordingly, UAL is, and has been at all times since this action commenced, a citizen of Illinois.

7. As a result, UAL is not now, and was not at the time of the filing of the Complaint, a citizen of the state of California within the meaning of the Acts of Congress relating to the removal of cases.

B. Condemni's Citizenship Is Irrelevant

8. Condemni's citizenship is irrelevant for purposes of diversity because he is a "sham" defendant. Condemni's status as a sham defendant – discussed in detail below – is reinforced by the fact that he has not been served with a copy of the summons and complaint.

9. A defendant's citizenship may be disregarded for diversity purposes if that party's joinder is a "sham" or "fraudulent" in the sense that no cause of action has been properly stated against that party. *McCabe v. General Foods Corp.*, 811 F.2d 1336, 1339-40 (9th Cir. 1987) (plaintiffs cannot derail a defendant's absolute

1 right to remove by the trick of naming a non-diverse defendant where no claim can
 2 properly be maintained against that non-diverse defendant); *Zogbi v. Federated*
 3 *Dep't Store*, 767 F. Supp. 1037, 1041 (C.D. Cal. 1991) (non-diverse defendant may
 4 be disregarded if that person's joinder is fraudulent in that no claim can be
 5 established against that party). The term "fraudulent" is a term of art and not
 6 intended to impugn the integrity of plaintiff or counsel. *McCabe*, 811 F.2d at
 7 1339.

8 10. Here, Plaintiff alleges a single claim of harassment against Conde mi.
 9 Under California law, in order to plead a cause of action, the complaint must
 10 contain a "statement of the facts constituting the cause of action, in ordinary and
 11 concise language." Cal. Code Civ. Proc. § 425.10(a). Legal conclusions are
 12 disregarded when determining whether a cause of action has been sufficiently pled.
 13 *McAllister v. County of Monterey*, 147 Cal. App. 4th 253, 288 (2007).

14 11. Plaintiff's claim for harassment does not allege a violation of any
 15 specific statute. Harassment claims, however, are statutory creations and no
 16 common law cause of action exists. *See Medix Ambulance Service, Inc. v.*
 17 *Superior Court*, 97 Cal. App. 4th 109, 118 (2002) (holding that no cause of action
 18 exists for sexual harassment in violation of public policy)

19 12. To establish a cause of action for harassment under California's Fair
 20 Employment and Housing Act, Plaintiff must plead and prove facts demonstrating,
 21 *inter alia*, that the harassment complained of was (1) based on a protected
 22 characteristic and (2) sufficiently pervasive to alter the conditions of employment
 23 and create an abusive working environment. *Fisher v. San Pedro Peninsula Hosp.*,
 24 214 Cal. App. 3d 590, 608 and 613 (1990) (plaintiff must allege sufficient facts to
 25 establish that workplace was permeated by harassment); *see also Guthrey v. State*
 26 *of California*, 63 Cal. App. 4th 1119, 1123-24 (1998) (isolated incidents, as a
 27 matter of law, are not severe or pervasive enough to create a hostile environment).

1 The law does not impose on employers the impossible burden of maintaining a
2 “general civility code” for the workplace. *Oncale v. Sundowner Offshore Servs.*,
3 523 U.S. 75, 81 (1998). “[C]onduct must be extreme: ‘simple teasing, . . . off-hand
4 comments, and isolated incidents (unless extremely serious) will not amount to
5 discriminatory changes in the ‘terms and conditions of employment.’” *Etter v.*
6 *Veriflo Corp.*, 67 Cal. App. 4th 457, 463 (1998).

7 13. Here, Plaintiff alleged no facts to support a harassment claim based on
8 his purported disability or California Family Rights Act (“CFRA”) leave. Instead,
9 his allegations are largely legal conclusions, and once these are stripped away, his
10 allegations are strikingly bare. (Compl. ¶ 51.) *McAllister*, 147 Cal. App. 4th at
11 288 (legal conclusions are disregarded when determining sufficiency of
12 complaint).

13 14. Plaintiff alleges only that Condem: (1) talked to Plaintiff in a “hostile
14 manner”; (2) “rais[ed] his voice at Plaintiff”; (3) scheduled a meeting for a time
15 when Condem: allegedly knew Plaintiff would be unable to attend; and (4)
16 “threaten[ed] Plaintiff.” (Compl. ¶ 51.) These minimal allegations are insufficient.
17 *Fisher*, 214 Cal. App. 3d at 613 (plaintiff must allege sufficient facts to establish
18 that workplace was permeated by harassment), and have no relation to Plaintiff’s
19 purported disability or CFRA leave. *Vallecillo v. U.S. Dept. of Housing & Urban*
20 *Dev.*, 155 Fed. Appx. 764, 767 (5th Cir. 2005) (to support harassment claim,
21 allegedly harassing statements must be based upon protected status).

22 15. To the extent that Plaintiff alleges that Condem: took action against
23 him because Plaintiff took CFRA leave, the harassment claim fails for the
24 additional reason that CFRA neither permits individuals to be found liable for
25 violations thereof, *McLaughlin v. Solano Country*, 2008 WL 2977959, at *3 (E.D.
26 Cal. July 28, 2008), nor provides a cause of action for harassment. *Compare*
27 CFRA, Cal. Gov. Code § 12954.2(l) (“It shall be an unlawful employment practice
28

1 for an employer to . . .discriminate against, any individual because of . . .an
 2 individual's exercise of the right to family care and medical leave.") with Cal.
 3 Gov. Code § 12940(j)(1) (It shall be an unlawful employment practice "[f]or an
 4 employer . . . because of race, religious creed, color, national origin, ancestry,
 5 physical disability, mental disability, medical condition, marital status, sex, age, or
 6 sexual orientation, to *harass* an employee.") (emphasis added).

7 16. Accordingly, Plaintiff failed to plead a viable claim against Conde
 8 and, thus, his joinder was fraudulent. *Hamilton Mat. Inc. v. Dow Chem. Corp.*, 494
 9 F.3d 1203, 1206 (9th Cir. 2007) ("If [a] plaintiff fails to state a cause of action
 10 against a resident defendant, and the failure is obvious according to the settled
 11 rules of the state, the joinder of the resident defendant is fraudulent.").

12 **C. Doe Defendants' Citizenship Should Be Disregarded**

13 17. The residence of fictitious and unknown defendants should be
 14 disregarded for purposes of establishing removal jurisdiction under 28 U.S.C.
 15 Section 1332. 28 U.S.C. § 1441(a) ("For purposes of removal under this chapter,
 16 the citizenship of defendants sued under fictitious names shall be disregarded.").
 17 Thus, the existence of Does 1 through 20 does not deprive this Court of
 18 jurisdiction.

19 18. Accordingly, pursuant to 28 U.S.C. section 1332(c), Plaintiff and the
 20 only real defendant, UAL, have diverse citizenships.

21 **AMOUNT-IN-CONTROVERSY**

22 19. Plaintiff alleges disability discrimination, failure to accommodate,
 23 interference with medical leave rights, harassment, and wrongful termination in
 24 violation of public policy. (Compl. ¶¶ 12-54.) While Defendants deny any
 25 liability as to Plaintiff's claims, the amount-in-controversy requirement is satisfied
 26 because it is "more likely than not" that the amount-in-controversy exceeds the
 27 jurisdictional minimum. *Sanchez v. Monumental Life Ins. Co.*, 95 F.3d 856, 862
 28

1 (9th Cir. 1996). Here, the damages requested by Plaintiff “more likely than not”
 2 exceed \$75,000, exclusive of interest and costs, as required by 28 U.S.C.
 3 section 1332(a).

4 20. In determining the amount in controversy, the Court must consider the
 5 aggregate of general damages, special damages, punitive damages, and attorneys’
 6 fees. *Bank of Calif. Nat’l Ass’n v. Twin Harbors Lumber Co.*, 465 F.2d 489, 491
 7 (9th Cir. 1972). Plaintiff does not allege a specific dollar amount of damages in
 8 the Complaint. Under Ninth Circuit authority, the district court may consider
 9 whether it is “facially apparent” from the complaint that the jurisdictional amount
 10 is in controversy. If not, the court may consider facts in the removal petition, and
 11 may require parties to submit “summary-judgment” type evidence relevant to the
 12 amount in controversy. *Singer v. State Farm Mut. Auto. Ins. Co.*, 116 F.3d 373,
 13 377 (9th Cir. 1997).

14 21. Here, considered together, the general and special damages sought by
 15 Plaintiff, along with the attorneys’ fees and punitive damages that might be
 16 awarded if Plaintiff prevails, establish by a preponderance of the evidence that the
 17 amount in controversy exceeds \$75,000.

18 **A. General and Special Damages**

19 22. The court must consider claims for general and special damages in
 20 evaluating the amount in controversy. *See Conrad Associates v. Hartford Accident*
 21 *& Indemnity Co.*, 994 F. Supp. 1196, 1198 (N.D. Cal. 1998). Plaintiff seeks
 22 general and special damages. (Compl. p. 10, ll. 16-24.)

23 **1. Lost Wages and Benefits**

24 23. Plaintiff does not allege a specific dollar amount of lost earnings.
 25 Plaintiff’s compensation for 2010 was \$17,228. (Declaration of Dorothy Karpierz
 26 [“Karpierz Dec.”] ¶ 2.) This annual sum is equivalent to approximately \$1,435 per
 27 month. Therefore, Plaintiff’s claim for lost wages from March 4, 2011 (when his
 28

1 employment was terminated) to the present amounts to approximately \$5,740.
 2 (Karpierz Dec. ¶ 2.)

3 24. Plaintiff also received medical and dental benefits while he was
 4 employed with UAL. (Karpierz Dec. ¶ 3.) These benefits had a cost to UAL of
 5 \$1,022.17 monthly for his medical benefits and \$60.83 monthly for his dental
 6 benefits. (Karpierz Dec. ¶ 3.) Thus, the total annual cost to UAL for Plaintiff's
 7 benefits was approximately \$12,966. From the date of Plaintiff's termination
 8 through the present the cost of these benefits would have been approximately
 9 \$4,332. (Karpierz Dec. ¶ 3.)

10 25. When this baseline amount is considered in conjunction with
 11 Plaintiff's alleged emotional distress, as well as attorney's fees, as more fully
 12 developed below, the amount in controversy more likely than not exceeds \$75,000.

13 2. Emotional Distress

14 26. Although Plaintiff has not laid out the basis of his emotional distress
 15 damages, and Defendants deny that he has suffered recoverable damages, "[t]he
 16 vagueness of [Plaintiff's] pleadings with regard to emotional distress damages
 17 should not preclude this Court from noting that these damages are potentially
 18 substantial." *Richmond v. Allstate Ins. Co.*, 897 F. Supp. 447, 450 (S.D. Cal.
 19 1995).

20 27. A review of jury verdicts in California demonstrates that emotional
 21 distress awards in disability discrimination cases commonly exceed \$75,000. *See*,
 22 *e.g.*, *DFEH v. County of Riverside*, 2003 WL 24304125 (Riverside County Sup.
 23 Ct.) (jury award of \$300,000 emotional distress damages for failure to
 24 accommodate claim); *Miller v. Lockheed Martin*, 2005 WL 4126684 (Los Angeles
 25 County Sup. Ct.) (jury award of \$300,000 in non-economic damages for employee
 26 terminated after requesting accommodation for disability); *Mnaskanian v. 21st*
 27 *Century Insurance Co.*, 2006 WL 2044625 (Los Angeles County Sup. Ct.) (jury
 28

1 award of \$300,000 in non-economic damages for employee denied reinstatement
2 despite request for reasonable accommodation for disability). (Copies of these
3 verdicts are attached hereto, as Exhibit C).

4 2. Attorney's Fees

5 28. Plaintiff also claims that he is entitled to attorney's fees. (Compl. p.
6 11, ll. 1-2.) Under Ninth Circuit case law, claims for statutory attorney's fees are
7 to be included in amount in controversy, regardless of whether such an award is
8 discretionary or mandatory. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156
9 (9th Cir. 1998). Under California Government Code section 12965(b), the court in
10 its discretion may award fees and costs to the "prevailing party" in FEHA actions.
11 Although the statute provides that the court "may" award fees, cases hold a
12 prevailing plaintiff is entitled to fees "absent circumstances that would render the
13 award unjust." *Horsford v. Board of Trustees of Calif. State Univ.*, 132 Cal. App.
14 4th 359, 394 (2005).

15 29. Based on Defense Counsel's personal experience, attorney's fees in
16 employment discrimination cases often exceed \$75,000. A review of attorney's
17 fees awards in California demonstrates that such awards in discrimination cases
18 commonly exceed \$75,000. *See, e.g., Crawford v. DIRECTV, Inc.*, 2010 WL
19 5383296 (Los Angeles County Sup. Ct.) (attorney's fees award of \$159,762.50 for
20 claims including disability discrimination and failure to accommodate); *Noyes vs.*
21 *Kelly Services Inc.*, 2008 WL 4223600 (E.D. Cal.) (attorney's fees and costs award
22 of \$765,973 for claim of religious discrimination); *Denenberg v. California*
23 *Department of Transportation*, 2006 WL 5305734 (San Diego County Sup. Ct.)
24 (attorney's fees award of \$490,000 for claims including disability discrimination
25 and failure to accommodate). (Copies of these verdicts are attached hereto, as
26 Exhibit D).

3. Punitive Damages

30. Plaintiff also seeks punitive damages. Complaint ¶¶ 30, 38, 45, 52, 58. This Court must also consider Plaintiff's request for punitive damages. *Davenport v. Mutual Benefit Health and Accident Ass'n*, 325 F.2d 785, 787 (9th Cir. 1963) (punitive damages must be taken into account where recoverable under state law). In this case, FEHA allows recovery of punitive damages. *See Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1137 (1998).

31. UAL is an international airline. The economic resources of the defendant and the amount of compensatory damages are two of three factors courts consider in arriving at punitive damage awards. *See, e.g., Lane v. Hughes Aircraft Co.*, 22 Cal. 4th 405, 417 (2000). *See also State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 427-28 (2003) ("The wealth of a defendant cannot justify an otherwise unconstitutional punitive damages award. . . . That does not make its use [in determining the constitutionality of punitive damage awards] unlawful or inappropriate; it simply means that this factor cannot make up for the failure of other factors....") (internal citations omitted). This factor thus weighs in favor of establishing the amount in controversy.

32. Accordingly, since this action involves citizens of different states and the amount-in-controversy exceeds \$75,000, the requirements for removal under 28 U.S.C. sections 1332(a) and 1441(a) are satisfied and this Court has original jurisdiction.

VENUE

33. Venue lies in the Central District of this Court, Western Division, pursuant to 28 U.S.C. sections 1441(a), 1446(a) and 84(c)(2). This action originally was brought in the Superior Court of the State of California, County of Los Angeles.

NOTICE OF REMOVAL

34. This Notice of Removal will be promptly served on Plaintiff and filed with the Clerk of the Superior Court of the State of California in and for the County of Los Angeles.

35. In compliance with 28 U.S.C. section 1446(a), true and correct copies of the summons, complaint, and all other process, pleadings, and orders served on Defendants in this action are attached hereto, as Exhibit "A." In addition, a true and correct copy of the State Court Answer filed on June 29, 2011 is attached as Exhibit "B."

WHEREFORE, Defendants pray that this civil action be removed from the Superior Court of the State of California, Los Angeles to the United States District Court for the Central District of California.

DATED: June 30, 2011

SEYFARTH SHAW LLP


By 
Joshua A. Rodine
Attorneys for Defendants
UNITED AIR LINES, INC. and
DAVID CONDEMI

Exhibit A

Handwritten: 15, Paul Recana, Ala037, 90045

Caesar S. Natividad, Esq. SBN 207801
 NATIVIDAD LAW FIRM
 1316 Indian Well Drive
 Diamond Bar, CA 91765
 Telephone: (909) 217-3264
 Facsimile: (909) 954-9927

Attorneys for Plaintiff
 TEDDY SALANGA

FILED
 LOS ANGELES SUPERIOR COURT

MAY 19 2011

John A. Clarke, Executive Officer/Clerk
Signature
 Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

TEDDY SALANGA, an individual,

Plaintiff,

v.

UNITED AIR LINES, INC., a corporation,
 DAVID CONDEMI, an individual, and DOES
 1 through 20, Inclusive,

Defendants.

Case No:

BC 461897

COMPLAINT FOR

- (1) DISCRIMINATION BASED ON
 DISABILITY - CAL GOV'T CODE
 §12940(a);
- (2) WRONGFUL TERMINATION IN
 VIOLATION OF PUBLIC POLICY -
 DISABILITY DISCRIMINATION;
- (3) FAILURE TO PROVIDE
 REASONABLE ACCOMODATION -
 CAL GOV'T CODE §12940(m);
- (4) (5) VIOLATION OF CAL GOV'T
 CODE §12945.2;
- (5) WRONGFUL TERMINATION IN
 VIOLATION OF PUBLIC POLICY -
 CAL GOV'T CODE §12945.2; AND
- (6) HARASSMENT

Plaintiff TEDDY SALANGA complains of Defendants and for causes of action, alleges
 as follows:

CHECK: 395.00
 CASH:
 CHANGE:
 FUND:

CIT/CASE: BC461897 LEA/REF#:
 RECEIPT #: CCH477728039
 DATE PAID: 05/19/11 01:51:47 PM
 PAYMENT: \$395.00
 RECEIVED: 05/19

05/19/11

FACTS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff TEDDY SALANGA (hereinafter "Plaintiff"), is an individual and is now a resident of the County of Los Angeles, State of California.

2. Plaintiff is informed and believes and on that basis alleges that defendant UNITED AIR LINES, INC. ("UALI") is a corporation doing business in California. Plaintiff is informed and believes and on that basis alleges that defendant DAVID CONDEMI ("CondeMI") is an individual doing business in California.

3. Plaintiff does not know the true names of defendants DOE 1 through DOE 20 inclusive, and therefore sues them by these fictitious names. Plaintiff will amend this complaint to include their names and capacities once they are known.

4. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible in some manner for the occurrences alleged in this complaint, and unlawfully caused the injuries and damages to plaintiff as alleged in this complaint.

5. At all times mentioned in this complaint, unless otherwise alleged, each defendant was the agent, employee, and co-conspirator of every other defendant, and in doing the acts alleged in this complaint, was acting within the course, scope, and authority of that agency, employment, and in furtherance of the conspiracy, and with the knowledge and consent of each of the other defendants. Defendants UALI, Condemi and Does 1 through 20 are hereinafter referred to collectively as "Defendants."

6. Venue lies in the Los Angeles County Superior Court pursuant to California Code of Civil Procedure Section 395(a) in that the conduct giving rise to the cause of action occurred in the County of Los Angeles.

1 7. Plaintiff was employed by Defendants as a Flight Attendant until March 4, 2011.

2 8. On December 14, 2010, Plaintiff was diagnosed with "adjustment disorder with
3 anxiety depression" by a California licensed physician.

4 9. The California licensed physician certified under penalty of perjury that Plaintiff
5 had a disability, and that Plaintiff would not be able to do his job from December 15, 2010 until
6 March 8, 2011.

7 10. Plaintiff requested a medical/disability leave from December 15, 2010 until
8 March 8, 2011. The request was granted, and the leave was designated as an FMLA qualifying
9 leave of absence.
10

11 11. On March 4, 2011, 4 days before the disability was to end, despite Plaintiff being
12 on disability leave, Defendants terminated the employment of Plaintiff.

13
14 **FIRST CAUSE OF ACTION AGAINST UNITED AIR LINES, INC.**
15 **AND DOES 1 TO 20**
16 **VIOLATION OF CAL.GOV'T. CODE § 12940(a) - DISCRIMINATION BASED ON**
 DISABILITY

17 12. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
18 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
19 cause of action for discrimination based on disability.

20 13. At all relevant times herein, Defendants were "employers" of Plaintiff within the
21 coverage of the California Fair Employment and Housing Act ("FEHA"), California
22 Government Code Section 12900, et seq.

23 14. At all relevant times herein, Defendants were under a duty pursuant to FEHA to
24 refrain from discrimination based on actual or perceived physical and/or medical disability in all
25 aspects of employment including hiring, termination and terms and conditions.

1 15. Plaintiff's physical and medical condition was such that he had a disability, such
2 that on or about December 14, 2010, he asked for a leave of absence based on medical condition
3 and/or disability.

4 16. On March 9, 2011, Plaintiff's employment was terminated because of his
5 disability.

6 17. Defendants' termination of the employment of Plaintiff in such fashion
7 constitutes a violation of California Government Code §12940(m), which prohibits
8 discriminatory adverse action against an employee because of disability.
9

10 18. Plaintiff has exhausted his administrative remedies under the FEHA, having been
11 issued a "Right to Sue Letter" by the DFEH on April 27, 2011, a true copy of which is attached.

12 19. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
13 compensatory and general damages to be proven at trial.

14 20. As a direct, proximate and foreseeable result of the unlawful conduct of
15 Defendants, Plaintiff has suffered and continues to suffer emotional distress, all to Plaintiff's
16 damage in the amount to be proven at trial in connection with, among other things, his: (a) sense
17 of humiliation, anger and outrage at having been subjected to such unlawful discrimination, and
18 (b) feeling of betrayal in connection with the failure of Defendants to take effective action to
19 protect him from such mistreatment and abuse.
20

21 21. Pursuant to California Government Code Section 12965(b), Plaintiff is entitled to
22 recover reasonable attorney's fees and costs he incurs in connection with this action.

23 **SECOND CAUSE OF ACTION AGAINST UNITED AIR LINES, INC.**
24 **AND DOES 1 TO 20**
25 **FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY -**
 DISCRIMINATION BASED ON DISABILITY

1 22. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
2 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
3 cause of action for wrongful termination of public policy based on physical and or medical
4 disability.

5 23. It is a fundamental public policy of the State of California to provide a workplace
6 that is free from discrimination based on physical and medical disability. This fundamental
7 public policy is embodied in the FEHA.

8 24. On or before March 4, 2011, and at all times relevant herein, Plaintiff performed
9 his job as a Flight Steward in a satisfactory manner. Despite Plaintiff's satisfactory performance
10 of his job duties, Defendants terminated Plaintiff's employment with Defendants on March 4,
11 2011 because of his physical and/or medical disability. Defendant did not accord Plaintiff a
12 "reasonable accommodation" for his physical and/or medical disability. Such termination
13 constituted wrongful termination in violation of public policy against discrimination in the
14 workplace on the basis of disability.

15 25. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
16 compensatory and general damages to be proven at trial.

17 26. As a direct, proximate and foreseeable result of the unlawful conduct of
18 Defendants, as alleged, Plaintiff has suffered and continues to suffer economic injury by way of
19 loss of earnings. Plaintiff also suffered from emotional distress, humiliation, anxiety and
20 sleeplessness all to Plaintiff's damage in the amount to be proven at trial.

21 27. The acts taken towards Plaintiff were carried out by managing agents of UALI
22 with the ratification and approval of Defendants in a malicious, oppressive or fraudulent manner
23 in order to harm Plaintiff, or with conscious disregard for Plaintiff's rights or the potential of
24
25

1 causing him unjust hardship, humiliation or emotional distress. Such conduct was despicable,
 2 and justifies an award of punitive damages against Defendants in an amount sufficient to deter
 3 them from engaging in such despicable conduct again in the future.

4 28. Pursuant to California Government Code Section 12965(b), Plaintiff is entitled to
 5 recover reasonable attorney's fees and costs she incurs in connection with this action.
 6

7
 8 **THIRD CAUSE OF ACTION AGAINST UNITED AIR LINES, INC.**
 9 **AND DOES 1 TO 20**
 10 **VIOLATION OF CAL. GOV'T. CODE § 12940(M) - FAILURE TO PROVIDE**
 11 **REASONABLE ACCOMMODATION**

12 29. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
 13 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
 14 cause of action for failure to provide reasonable accommodation.

15 30. Defendants, in violation of California Government Code § 12940(m) did not
 16 provide a reasonable accommodation for Plaintiff's physical or medical disability. One possible
 17 reasonable accommodation was to postpone a meeting for a few days.

18 31. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
 19 compensatory and general damages to be proven at trial.

20 32. As a direct, proximate and foreseeable result of the unlawful conduct of
 21 Defendants, Plaintiff has suffered and continues to suffer emotional distress, all to Plaintiff's
 22 damage in the amount to be proven at trial in connection with, among other things, his: (a) sense
 23 of humiliation, anger and outrage at having been subjected to such unlawful discrimination, and
 24 (b) feeling of betrayal in connection with the failure of Defendants to take effective action to
 25 protect him from such mistreatment and abuse.

1 33. Pursuant to California Government Code Section 12965(b), Plaintiff is entitled to
2 recover reasonable attorney's fees and costs he incurs in connection with this action.

3 **FOURTH CAUSE OF ACTION AGAINST UNITED AIR LINES, INC.**
4 **AND DOES 1 TO 20**
5 **VIOLATION OF CAL. GOV'T. CODE § 12945.2**

6 34. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
7 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
8 cause of action for violation of California Government Code § 12945.2.

9 35. On December 14, 2010, Plaintiff asked for, and was granted a medical leave until
10 March 9, 2011.

11 36. Despite the granting of a medical leave, Defendants required Plaintiff to attend a
12 meeting during the medical leave.

13 37. Despite receiving a notice from a physician that Plaintiff's depressed and severe
14 anxiety status prevented Plaintiff from attending work-related meetings, Defendants terminated
15 the employment of Plaintiff for failure to attend a work-related meeting scheduled during his
16 company approved medical leave of absence.

17 38. Defendants termination of the employment the Plaintiff constitutes a violation of
18 California Government Code § 12945.2.

19 39. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
20 compensatory and general damages to be proven at trial.

21 40. As a direct, proximate and foreseeable result of the unlawful conduct of
22 Defendants, Plaintiff has suffered and continues to suffer emotional distress, all to Plaintiff's
23 damage in the amount to be proven at trial in connection with, among other things, his: (a) sense
24 of humiliation, anger and outrage at having been subjected to such unlawful discrimination, and
25

1 (b) feeling of betrayal in connection with the failure of Defendants to take effective action to
 2 protect him from such mistreatment and abuse.

3 41. Plaintiff is entitled to recover reasonable attorney's fees and costs he incurs in
 4 connection with this action.

5 **FIFTH CAUSE OF ACTION AGAINST UNITED AIR LINES, INC.**
 6 **AND DOES 1 TO 20**
 7 **FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY –**
 8 **CAL. GOV'T. CODE § 12945.2**

9 42. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
 10 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
 11 cause of action for wrongful termination of public policy based on California Government Code
 12 § 12945.2.

13 43. It is a fundamental public policy of the State of California to provide
 14 accommodation for employees with a medical condition. This fundamental public policy is
 15 embodied in California Government Code § 12945.2.

16 44. On or before March 4, 2011, and at all times relevant herein, Plaintiff performed
 17 his job as a Flight Steward in a satisfactory manner. Despite Plaintiff's satisfactory performance
 18 of his job duties, Defendants terminated Plaintiff's employment with Defendants on March 4,
 19 2011 because he was unable to attend a company meeting because of his medical condition.
 20 Such termination constituted wrongful termination in violation of public policy based on
 21 California Government Code § 12945.2.

22 45. As a direct and proximate result of Defendants' conduct, Plaintiff suffered
 23 compensatory and general damages to be proven at trial.

24 46. As a direct, proximate and foreseeable result of the unlawful conduct of
 25 Defendants, as alleged, Plaintiff has suffered and continues to suffer economic injury by way of

1 loss of earnings. Plaintiff also suffered from emotional distress, humiliation, anxiety and
 2 sleeplessness all to Plaintiff's damage in the amount to be proven at trial.

3 47. The acts taken towards Plaintiff were carried out by managing agents of UALI
 4 with the ratification and approval of Defendants in a malicious, oppressive or fraudulent manner
 5 in order to harm Plaintiff, or with conscious disregard for Plaintiff's rights or the potential of
 6 causing him unjust hardship, humiliation or emotional distress. Such conduct was despicable,
 7 and justifies an award of punitive damages against Defendants in an amount sufficient to deter
 8 them from engaging in such despicable conduct again in the future.

9
 10 48. Pursuant to California Government Code Section 12965(b), Plaintiff is entitled to
 11 recover reasonable attorney's fees and costs she incurs in connection with this action.

12 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS -**
 13 **FOR HARASSMENT**

14 49. Plaintiff herein repeats and re-alleges as though fully set forth at length each and
 15 every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this
 16 cause of action for harassment.

17 50. At all times relevant to this action, defendant David Condemi ("Condemi") was
 18 Plaintiff's supervisor.

19 51. Condemi constantly acted in a harassing manner creating a hostile environment
 20 for Plaintiff, including, among others:

- 21 A. Talking in a very hostile manner to Plaintiff.
- 22 B. Unnecessarily and without provocation, raising his voice at Plaintiff.
- 23 C. Scheduling a meeting when Condemi knew Plaintiff will be unable to attend
- 24 because of Plaintiff's medical condition.
- 25 D. Constantly threatening Plaintiff.

1 52. Such harassing conduct by Condemi caused severe stress to Plaintiff, causing
2 Plaintiff to be unable to come to work as certified by a licensed physician. Such conduct by
3 Condemi towards Plaintiff constituted unlawful harassment.

4 53. As a direct, proximate and foreseeable result of the unlawful conduct of
5 Defendants, as alleged, Plaintiff has suffered severe emotional distress, humiliation, anxiety and
6 sleeplessness all to Plaintiff's damage to be proven at trial.

7 54. The acts taken towards Plaintiff by Condemi were done in a malicious, oppressive
8 or fraudulent manner in order to harm Plaintiff, or with conscious disregard for Plaintiff's rights
9 or the potential of causing her unjust hardship, humiliation or emotional distress. Defendants
10 ratified the conduct of Condemi. Such conduct was despicable, and justifies an award of punitive
11 damages against Defendants in an amount sufficient to deter them from engaging in such
12 despicable conduct again in the future.

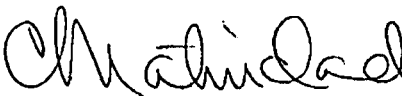
13
14
15 WHEREFORE, plaintiff requests judgment against defendants as follows:

- 16 1. For general damages according to proof;
17
18 2. For a money judgment awarding Plaintiff the sum to be proven at trial as
19 compensatory damages for his emotional distress;
20
21 3. For punitive damages as to all causes of action in an amount sufficient to punish
22 Defendants for their wrongful conduct and to deter them from engaging in such conduct again in
23 the future;
24
25 4. For compensatory damages in the amount to be determined at trial as to all causes
of action;
5. For interest on the sum of damages awarded;

- 1 6. For reasonable attorney's fees pursuant to California Government Code Section
2 12965(b);
3 7. For costs of suit incurred herein; and
4 8. For such other and further relief as is just and proper.
5
6
7

8 Dated: May 11, 2011

NATIVIDAD LAW FIRM

9
10 By: 
11 Caesar S. Natividad,
12 Attorneys for Plaintiff
13 TEDDY SALANGA
14
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11/61/58

05/19/11

*** EMPLOYMENT ***

COMPLAINT OF DISCRIMINATION UNDER
THE PROVISIONS OF THE CALIFORNIA
FAIR EMPLOYMENT AND HOUSING ACT

DFEH #

E201011R7574-00

DFEH USE ONLY

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

YOUR NAME (indicate Mr. or Ms.)

SALANGA, TEDDY

TELEPHONE NUMBER (INCLUDE AREA CODE)

(424)288-6614

ADDRESS

PO BOX 61001

CITY/STATE/ZIP

PASADENA, CA 91116

COUNTY

LOS ANGELES

COUNTY CODE

037

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR STATE OR LOCAL GOVERNMENT AGENCY WHO
DISCRIMINATED AGAINST ME:

NAME

UNITED AIRLINES

TELEPHONE NUMBER (include Area Code)

(310)342-8583

ADDRESS

700 LOS ANGELES AIRPORT

DFEH USE ONLY

CITY/STATE/ZIP

LOS ANGELES, CA 90045

COUNTY

LOS ANGELES

COUNTY CODE

037

NO. OF EMPLOYEES/MEMBERS (if known)

500+

DATE MOST RECENT OR CONTINUING DISCRIMINATION
TOOK PLACE (month, day, and year)

03/04/2011

RESPONDENT CODE

00

THE PARTICULARS ARE:

I allege that on about or before
03/04/2011, the following
conduct occurred:☒ termination☐ laid off☐ demotion☐ harassment☐ genetic characteristics testing☐ constructive discharge (forced to quit)☐ impermissible non-job-related inquiry☐ denial of employment☐ denial of promotion☐ denial of transfer☐ denial of accommodation☒ failure to prevent discrimination or retaliation☒ retaliation☐ other (specify) _____☒ denial of family or medical leave☐ denial of pregnancy leave☐ denial of equal pay☐ denial of right to wear pants☐ denial of pregnancy accommodation

by UNITED AIRLINES

because of:

Name of Person

Job Title (supervisor/manager/personnel director/etc.)

☐ sex☐ age☐ religion☐ race/color☐ national origin/ancestry☐ marital status☐ sexual orientation☐ association☒ disability (physical or mental)☐ medical condition (cancer or

generic characteristic

☐ other (specify) _____☒ retaliation for engaging in protected

activity or requesting a protected

leave or accommodation

State of what you
believe to be the
reason(s) for
discriminationI WAS TERMINATED FROM MY JOB BECAUSE OF MY DISABILITY - I WAS UNABLE TO GO TO WORK BECAUSE OF MY MEDICAL CONDITION. DESPITE MY
PHYSICIAN'S ADVICE THAT I WILL NOT BE ABLE TO COME TO WORK, UNITED AIRLINES TERMINATED MY EMPLOYMENT BECAUSE I COULD NOT COME TO
WORK. I ALSO HAD TO TAKE CARE OF MY FATHER BECAUSE OF HIS ONGOING CHRONIC MEDICAL CONDITION.I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right-to-sue. I understand that if I want a federal notice of right-to-sue, I must visit
the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure," or within 300 days of the alleged discriminatory act,
whichever is earlier.I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process
or reopen a complaint once the complaint has been closed on the basis of "Complainant Elected Court Action."By submitting this complaint I am declaring under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge except as to
matters stated on my information and belief, and as to those matters I believe it to be true.

Dated 04/27/2011

At Diamond Bar

DATE FILED: 04/27/2011

DFEH-300-030 (02/08)
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

STATE OF CALIFORNIA

05/19/11

EAG



STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY

EOMUND G. BROWN, JR., Governor

Phyllis W. Cheng, Director

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1055 WEST 7TH STREET, SUITE 1400, LOS ANGELES, CA 90017
(213) 439-6770
www.dfeh.ca.gov

April 27, 2011

RE: E201011R7574-00
SALANGA/UNITED AIRLINES

NOTICE TO COMPLAINANT'S ATTORNEY

Enclosed is a copy of your client's complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also enclosed is a copy of your client's Notice of Case Closure, which constitutes your client's right-to-sue notice. Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer.

Please refer to the enclosed Notice of Case Closure for information regarding filing a private lawsuit in the State of California.

Sincerely,

Tina Walker

Tina Walker
District Administrator

Enclosure: Complaint of Discrimination
Notice of Case Closure

DFEH-200-06 (01/08)

05/19/11



STATE OF CALIFORNIA - STATE AND CONSUMER SERVICES AGENCY

EDMUND G. BROWN, JR., Governor

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

1055 WEST 7TH STREET, SUITE 1400, LOS ANGELES, CA 90017

(213) 439-6770

www.dfeh.ca.gov

Phyllis W. Cheng, Director

April 27, 2011

SALANGA, TEDDY
PO BOX 61001
PASADENA, CA 91116

RE: E201011R7574-00
SALANGA/UNITED AIRLINES

Dear SALANGA, TEDDY:

NOTICE OF CASE CLOSURE

This letter informs that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective April 27, 2011 because an immediate right-to-sue notice was requested. DFEH will take no further action on the complaint.

This letter is also the Right-To-Sue Notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

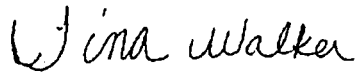
If a federal notice of Right-To-Sue is wanted, the U.S. Equal Employment Opportunity Commission (EEOC) must be visited to file a complaint within 30 days of receipt of this DFEH *Notice of Case Closure* or within 300 days of the alleged discriminatory act, whichever is earlier.

11/61/58

Notice of Case Closure
Page Two

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,



Tina Walker
District Administrator

cc: Case File

05/19/11

NAT NAT
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NAY, CA 91765

982.2(b)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): SBN 207801 CAESAR S. NATIVIDAD, ESQ. 1316 INDIAN WELL DRIVE DIAMOND BAR, CA 91765 TELEPHONE NO.: (909) 217-3264 FAX NO.: (909) 954-9927 ATTORNEY FOR (Name): Plaintiff, TEDDY SALANGA		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT MAY 19 2011 John A. Clarke, Executive Officer/Clerk By: <u>RUBENA LOPEZ</u> Deputy
INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY: LOS ANGELES COUNTY SUPERIOR COURT CENTRAL DISTRICT		
CASE NAME: SALANGA v UNITED AIR LINES, INC., et al.		
CIVIL CASE COVER SHEET <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: BC461897 ASSIGNED JUDGE:

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) Non-PI/PD/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, False arrest) (08) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Other employment (15) Contract <input type="checkbox"/> Breach of contract warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	---	---

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
f. <input type="checkbox"/> Substantial post-disposition judicial disposition |
|--|--|

3. Type of remedies sought (check all that apply):
 a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **5** (wrongful termination, disability discrimination, failure to provide accommodation)
5. This case ☐ is ☒ is not a class action suit.

Date: May 17, 2011

Caesar S. Natividad, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)

File this cover sheet in addition to any cover sheet required by local court rule.

- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

SHORT TITLE: SALANGA v UNITED AIR LINE, INC., et al.

CASE NUMBER

BC 461897

**CIVIL CASE COVER SHEET ADDENDUM
CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURT LOCATION**

This form is required in all new civil case filings in the Los Angeles Superior Court

I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS.

II. Select the correct district and courthouse location (4 steps):

- 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
- 2 Check one Superior Court type of action in Column 2 which best describes the nature of this case.
- 3 In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

Applicable Reasons for Choosing Court Location (See Column 3 below)

1. Class Actions must be filed in the County Courthouse, Central District
2. May be filed in Central (Other county tort, or not PI/PD-Gen. Juris)
3. Location where cause of action arose.
4. Location where injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside
10. Location of Labor Commissioner Office.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons -See Above
Auto or Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle – Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other PI/PD/W/D (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional PI/PD/W/D (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 4.
Other PI/PD/W/D	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.
	Prof. Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.

SHORT TITLE: SALANGA v UNITED AIR LINES, INC., et al.		CASE NUMBER
Non-PI/PD/WD Employment	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)
	Other Non-PI/PD/WD Tort (35)	<input type="checkbox"/> A6025 Other Intentional Tort Complaint (not PI/WD/PD) <input type="checkbox"/> A6026 Other Tort Complaint Case (not Intentional or PI/WD/PD)
	Wrongful Termination (35)	<input checked="" type="checkbox"/> A6037 Wrongful Termination
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty(no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)
	Emnt Dom/Inv. Cond. (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)
	Unlawful Det-Comm(31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Det-Resid (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)
Unlawful	Unlawful Det-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs
	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case
	Petition re Arbitration Award (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration
Judicial	Petition re Arbitration Award (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration

Judicial Review
Civil ReviewProvisionally
visionallyMisc. Civ. Cmpts
c. Civ. CmptsMisc. Civil
c. Civil

11/61/58

SHORT TITLE: SALANGA v UNITED AIR LINES, INC., et al.		CASE NUMBER
-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Oth. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Clm. Inv Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litlg. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Ins Coverage Clms from Complex A Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Prtnrshp/Corp. Gov.(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil/Workplace Harassment <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: SALANGA v UNITED AIR LINES, INC., et al.

CASE NUMBER

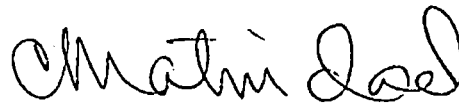
- 4 -

III. Choose the courthouse: Enter the address of the accident, party residence or place of business, performance, or other circumstance you have circled in Column 3 as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER YOU CIRCLED IN -3- WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			700 World Way
CITY:	STATE:	ZIP CODE:	
Los Angeles	CA	90045	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Unlimited Civil courthouse in the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on 05/17/11 at Diamond Bar California.

(date) (city)



(SIGNATURE OF ATTORNEY/FILING PARTY)

New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form (Superior Court Form Number 982.2(b)(1)A, revised 7/99), completely filled out and submitted with the Civil Case Cover Sheet. *
5. Payment in full of the filing fee or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

* With the exception of limited civil cases and any civil cases concerning personal injury (including wrongful death) and property damage occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file a general or unlimited jurisdiction civil action in Central District which would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

UNITED AIR LINES, INC., a corporation, DAVID CONDEMI, an individual, and DOES 1 through 20, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

TEDDY SALANGA, an individual

FOR COURT USE ONLY
(SOLO USO DE LA CORTE)
**UNFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

MAY 19 2011

John A. Clarke, Executive Officer/Clerk
By RUGENA LOPEZ Deputy

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda de sechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, Los Angeles County
111 N. Hill Street Los Angeles, California-Central District

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Caesar S. Natividad, Esq. 1316 Indian Well Drive Diamond Bar, CA 91765 Tel. No. (909) 217-3264

CASE NUMBER:
(Número del Caso):

BC461897

DATE:
(Fecha)

MAY 19 2011

Clerk, by
(Secretario)

RUGENA LOPEZ, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

United Air Lines, Inc., a corporation

- ☒ on behalf of (specify):

- | | | |
|--------|--|---|
| under: | <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| | <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| | <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| | <input type="checkbox"/> other (specify): | |

- ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Caesar S. Natividad, Esq., SBN 207801 1316 Indian Well Dr Diamond Bar CA 91765		TELEPHONE NO. (909) 217-3264	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT JUN 06 2011 JOHN A. CLARKE, CLERK BY <i>Raul Sanchez</i> DEPUTY
ATTORNEY FOR (Name) Plaintiff			
Insert of Court Name of Judicial District and Branch Court if any LOS ANGELES SUPERIOR COURT, CENTRAL DISTRICT			
SHORT TITLE OF CASE SALANGA v UNITED AIR			
2145552	(HEARING) Date	Time	Dept
		Case Number: BC461897	REFERENCE NO. SALANGA v UNITED AIR

PROOF OF SERVICE OF SUMMONS

1. AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION
2. I SERVED COPIES OF THE:
SUMMONS & COMPLAINT
CIVIL CASE COVER SHEET; CIVIL CASE COVER SHEET ADDENDUM
ADR INFORMATION PACKAGE
NOTICE OF CASE ASSIGNMENT
VOLUNTARY EFFICIENT LITIGATION STIPULATIONS PACKET

3. a. PARTY SERVED: UNITED AIR LINES, INC., a corporation

THE PRENTICE-HALL CORPORATION SYSTEM, INC., Agent for Service

- b. PERSON SERVED: BECKY DEGEORGE, PERSON AUTHORIZED TO RECEIVE
CAUCASIAN FEMALE 45YRS 5'7" 170LBS. BLOND HAIR

4. c. ADDRESS: 2730 Gateway Oaks Dr Ste 100
Sacramento CA 95833

5. I SERVED THE PARTY NAMED IN ITEM 3

- a. BY PERSONALLY DELIVERING THE DOCUMENTS LISTED IN ITEM 2 TO THE PARTY OR PERSON
AUTHORIZED TO RECEIVE SERVICE OF PROCESS FOR THE PARTY. ON 6/1/2011 AT 10:38:00 AM

6. THE "NOTICE TO PERSON SERVED" WAS COMPLETED AS FOLLOWS:

- d. ON BEHALF OF:
UNITED AIR LINES, INC., a corporation

THE PRENTICE-HALL CORPORATION SYSTEM, INC., Agent for Service
UNDER THE FOLLOWING CODE OF CIVIL PROCEDURE SECTION: CORPORATION CCP 416.10

d. The fee for service was \$96.90

e. I am:

- (1) not a registered California process server:
(3) X registered California process server:
(i) Independent Contractor
(i) Registration No: 129
(i) County: MERCED

7a. Person Serving: Umaran Bath

b. DDS Legal Support
2900 Bristol St
Costa Mesa, Ca 92626
(714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Umaran Bath

6/6/2011

X *U-Bath*
SIGNATURE

PROOF OF SERVICE

Exhibit B

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUN 29 2011

John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton, Deputy

SEYFARTH SHAW LLP
Lorraine H. O'Hara (SBN 170153)
E-mail: lohara@seyfarth.com
Joshua A. Rodine (SBN 237774)
E-mail: jrodine@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendants
UNITED AIR LINES, INC. and DAVID CONDEMI

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TEDDY SALANGA,

Plaintiff,

v.

UNITED AIR LINES, INC., a corporation;
DAVID CONDEMI, an individual; and DOES 1)
through 20, Inclusive,

Defendants.

Case No. BC461897

*Assigned for all purposes to Hon. Mel Red
Recana, Dept. 45*

**ANSWER TO UNVERIFIED
COMPLAINT**

Complaint Filed: May 19, 2011
Complaint Served: June 1, 2011

Defendants United Airlines, Inc. ("United") and David CondeMI ("CondeMI")
(collectively "Defendants") answer the unverified Complaint ("Complaint") of Plaintiff Teddy
Salanga ("Plaintiff") as follows:

GENERAL DENIAL

Pursuant to the provisions of California Code of Civil Procedure § 431.30, Defendants
deny, generally and specifically, each and every allegation, statement, matter and each purported
cause of action contained in Plaintiff's Complaint and without limiting the generality of the
foregoing, deny generally and specifically that Plaintiff has been damaged in the manner or sums
alleged, or any way at all, by reason of any acts or omissions of Defendants.

ANSWER

1 **DEFENSES**

2 In further answer to Plaintiff's Complaint and as separate and distinct affirmative
3 defenses, Defendants allege as follows:

4 **DEFENSE NO. 1**

5 (Failure to State a Claim for Relief)

6 1. Neither the Complaint as a whole, nor any purported cause of action alleged
7 therein, states facts sufficient to constitute a cause of action or claim for relief against
8 Defendants.

9 **DEFENSE NO. 2**

10 (RLA Preemption)

11 2. To the extent Plaintiff's claims require interpretation of the collective bargaining
12 contract governing the terms and conditions of his employment with Defendant, such claims are
13 preempted by the Railway Labor Act, 45 U.S.C. § 181 *et seq.*

14 **DEFENSE NO. 3**

15 (Failure to State Claim Against Individual)

16 3. Plaintiff has failed to state a claim against Condemni in his individual capacity.

17 **DEFENSE NO. 4**

18 (Statute of Limitations)

19 4. Plaintiff's claims are barred to the extent that any are brought outside the
20 applicable limitations periods.

21 **DEFENSE NO. 5**

22 (Estoppel)

23 5. Plaintiff's claims, in whole or in part, are barred by the doctrine of estoppel.

24 **DEFENSE NO. 6**

25 (Laches)

26 6. Plaintiff's claims, in whole or in part, are barred by the doctrine of laches.
27
28

DEFENSE NO. 7

(Waiver)

7. Plaintiff's claims, in whole or in part, are barred by the doctrine of waiver.

DEFENSE NO. 8

(Unclean Hands)

8. Plaintiff's claims for relief are barred, in whole or in part, by the doctrine of unclean hands.

DEFENSE NO. 9

(After Acquired Evidence)

9. Plaintiff's claims are barred to the extent he engaged in any fraud which induced United to enter into any employment relationship with Plaintiff or engaged in any misconduct of which United is unaware and which would provide independent legal cause for termination of employment.

DEFENSE NO. 10

(Failure to Utilize Internal Procedures)

10. Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff failed to avail himself of United's existing internal complaint procedures for resolution of his claims and unreasonably failed to take advantage of preventative or corrective opportunities provided by that United or to otherwise avoid harm.

DEFENSE NO. 11

(Failure to Exhaust Union Remedies)

11. Plaintiff's claims are barred and he is precluded from recovering damages to the extent that Plaintiff failed to exhaust the remedies (grievance and arbitration) as provided by the collective bargaining agreement between United and the labor organization that represents the collective bargaining unit of which Plaintiff is a member.

1 **DEFENSE NO. 12**

2 (Reasonable Accommodation)

3 12. Plaintiff's claims are barred because United was not legally required to provide
4 reasonable accommodation to Plaintiff and, to the extent that it was so legally required, it
5 fulfilled its obligations.

6 **DEFENSE NO. 13**

7 (Undue Hardship)

8 13. Providing Plaintiff a reasonable accommodation that would enable him to perform
9 the essential functions of his position would place an undue hardship upon United.

10 **DEFENSE NO. 14**

11 (Exhaustion of Administrative Remedies)

12 14. To the extent that Plaintiff makes allegations or claims which were not included
13 in a timely complaint with the Department of Fair Employment and Housing, the Court lacks
14 jurisdiction with respect to any such allegations or claims. Cal. Gov't Code §12900, *et. seq.*

15 **DEFENSE NO. 15**

16 (Failure to Take Advantage of Preventive/Corrective Opportunities)

17 15. United exercised reasonable care to prevent and correct any unlawfully
18 discriminatory and/or harassing workplace conduct allegedly experienced by Plaintiff; Plaintiff
19 unreasonably failed to take advantage of any preventive or corrective opportunities provided by
20 United or to avoid harm otherwise, and thus Plaintiff's claims are barred, or Plaintiff's damages
21 must be reduced accordingly.

22 **DEFENSE NO. 16**

23 (Prompt Remedial Action)

24 16. To the extent that Plaintiff complained of any unlawful conduct, prompt remedial
25 action was taken.
26
27
28

1 **DEFENSE NO. 17**

2 (Scope of Authority)

3 17. The Complaint, and each of and every purported cause of action therein, is barred
4 as against United to the extent that the actions of Defendant's agents, employees, and
5 representatives, if they occurred, were not actions taken within the course and scope of their
6 employment.

7 **DEFENSE NO. 18**

8 (Failure to Mitigate)

9 18. To the extent that Plaintiff suffered any damages as a result of the facts alleged in
10 his Complaint, which Defendants deny, Plaintiff is not entitled to recover the amount of damages
11 alleged or any damages due to his failure to make reasonable efforts to mitigate or minimize the
12 damages incurred.

13 **DEFENSE NO. 19**

14 (Punitive Damages)

15 19. The Complaint, and each of the causes of action therein, fails to state facts
16 sufficient to entitle Plaintiff to an award of punitive damages.

17 **DEFENSE NO. 20**

18 (Punitive Damages)

19 20. Plaintiff may not recover punitive damages for discriminatory employment
20 decisions, if any, to the extent that those decisions are contrary to United's written policies
21 instituted against wrongful conduct.

22 **PRAYER**

23 WHEREFORE, Defendants pray for judgment as follows:

- 24 1. That Plaintiff take nothing by his Complaint;
- 25 2. That judgment be entered in favor of Defendants and against Plaintiff on all
26 causes of action;
- 27 3. That Defendants be awarded reasonable attorney's fees according to proof;
- 28 4. That Defendants be awarded the costs of suit incurred herein; and,

1 5. That Defendants be awarded such other and further relief as the Court may deem
2 appropriate.

3
4 DATED: June 29, 2011

SEYFARTH SHAW LLP

5
6 By 

Joshua A. Rodine
Attorneys for Defendants
UNITED AIR LINES, INC. and DAVID
CONDEMI

PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

I am employed by Nationwide Legal, Inc. in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2029 Century Park East, Suite 3500, Los Angeles, CA 90067. On June 29, 2011, I served the within documents:

ANSWER TO UNVERIFIED COMPLAINT

☐ I sent such document from facsimile machine (310) 201-5219 on June 29, 2011. I certify that said transmission was completed and that all pages were received and that a report was generated by facsimile machine (310) 201-5219 which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

☐ by having Nationwide Attorney Service personally deliver the document(s) listed above to the person(s) at the address(es) set forth below.

ATTORNEYS FOR PLAINTIFF
Caesar S. Natividad, Esq.
Natividad Law Firm
1316 Indian Well Drive
Diamond Bar, California 91765
Tel: (909) 217-3264
Fax: (909) 954-9927

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 29, 2011, at Los Angeles, California.


Jodi Snyder

Exhibit C

Westlaw.

13 Trials Digest 9th 7

Page 1

13 Trials Digest 9th 7 (Cal.Superior), 2003 WL 24304125

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Superior Court, Riverside County, California.

Department of Fair Employment and Housing vs. County of Riverside

TOPIC:

Synopsis: Worker who was injured on the job alleges disability discrimination
Case Type: Labor & Employment; Disability/Medical Condition; Labor & Employment;
Discrimination; Labor & Employment; Termination/Constructive Discharge

DOCKET NUMBER: RIC352666

STATE: California

COUNTY: Riverside

Verdict/Judgment Date: October 16, 2003

JUDGE: Dallas Holmes

ATTORNEYS:

Plaintiff: Joseph H. Duff, Department of Fair Employment and Housing, Los Angeles.; Paul R. Ramsey, Department of Fair Employment and Housing, Los Angeles.; Eddie L. Washington, Department of Fair Employment and Housing, Los Angeles.

Defendant: Bruce E. Disenhouse, Kinkle, Rodiger and Spriggs, Riverside.; Intervenor: Deborah A. Krane, Law Offices of Deborah A. Krane, Burbank.

SUMMARY:

Verdict/Judgment: Plaintiff

Verdict/Judgment Amount: \$460,000

Range: \$200,000-\$499,999

\$160,000 economic; \$300,000 non-economic.

Trial Type: Jury

Trial Length: Not reported.

Deliberations: Not reported.

Jury Poll: Not reported.

EXPERTS:

Plaintiff: Arnold D. Purisch Ph.D., neuropsychologist, Laguna Hills, (949) 829-8141.

Defendant: William Soltz Ph.D., psychologist, San Bernardino, (909) 886-4554.;
Tony L. Strickland Ph.D., neuropsychologist, Playa Del Rey, (323) 563-5915.

TEXT:
CASE INFORMATION
FACTS/CONTENTIONS

According to Plaintiff: Plaintiff-in-intervention, William Clark, was employed by defendant County of Riverside as a sheriff investigator. Clark suffered an on-the-job injury. He alleged that he subsequently became disabled and requested a reasonable accommodation for his claimed disability. He claimed that defendant failed and refused to engage in a timely, good faith interactive process with him for the purposes of ascertaining the precise parameters of the reasonable accommodations necessary to return him to his employment with defendant. On or about October 13, 1999, Clark filed a charge of discrimination against defendant with plaintiff Department of Fair Employment and Housing. Plaintiff in turn filed this proceeding on or about December 26, 2000, naming Clark as the Real Party in Interest. Plaintiff and Clark are claiming that he was injured emotionally and financially by defendant's actions. Defendant disputed the nature and extent of the claims.

CLAIMED INJURIES
According to Plaintiff: Emotional distress.

CLAIMED DAMAGES
According to Plaintiff: \$62,398 to \$106,080 lost wages; \$300,000 emotional distress damages.

SETTLEMENT DISCUSSIONS
According to Plaintiff: Not reported.

Trials Digest, A Thomson/West business

Riverside County Superior Court/Central

13 Trials Digest 9th 7 (Cal.Superior), 2003 WL 24304125

END OF DOCUMENT

Westlaw

26 Trials Digest 9th 8

Page 1

26 Trials Digest 9th 8 (Cal.Superior), 2005 WL 4126684
For Dockets See BC287797

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Superior Court, Los Angeles County, California.

Miller vs. Lockheed Martin

TOPIC:

Synopsis: Terminated employee sues for failure to accommodate his disability
Case Type: Labor & Employment; Termination/Constructive Discharge; Labor & Employment; Disability/Medical Condition; Labor & Employment; Discrimination; Labor & Employment; Violation of Public Policy

DOCKET NUMBER: BC287797

STATE: California
COUNTY: Los Angeles

Verdict/Judgment Date: October 7, 2005

JUDGE: Soussan G. Bruguera

ATTORNEYS:

Plaintiff: Jill B. Shigut, Law Offices of Jill B. Shigut, Tarzana.
Defendant: William G. Baumgartner, Haight, Brown & Bonesteel, Los Angeles.;
George Christensen, Haight, Brown & Bonesteel, Los Angeles.

SUMMARY:

Verdict/Judgment: Plaintiff
Verdict/Judgment Amount: \$1,032,824

Range: \$1,000,000-\$1,999,999

\$191,301 past economic; \$541,523 future economic; \$150,000 past non-economic;
\$150,000 future non-economic.

Trial Type: Jury

Trial Length: Not reported.

Deliberations: Not reported.

Jury Poll: Not reported.

EXPERTS:

Plaintiff: Marc J. Friedman M.D., orthopedic surgeon, Southern California Orthopedic Institute, Van Nuys, (818) 901-6600.; Stephanie Rizzardi-Pearson, econom-

1st, Rizzardi-Pearson Associates, San Marino, (626) 457-6297.; Domenick J. Sisto M.D., orthopedic surgeon, Los Angeles Orthopaedic Institute, Sherman Oaks, (818) 905-2222.

Defendant: Domenick J. Sisto M.D., orthopedic surgeon, Los Angeles Orthopaedic Institute, Sherman Oaks, (818) 905-2222.; Ralph N. Steiger M.D., orthopedic surgeon, San Bernardino, (800) 240-8657.; Michael P. Ward Ph.D., economist, Welch & Associates, Santa Monica, (310) 393-5530.

TEXT:

CASE INFORMATION

FACTS/CONTENTIONS

According to Plaintiff: After 20 years of exemplary work performance, plaintiff Michael Miller was terminated from his position as a Plant Protection Officer ('PPO') with defendant Lockheed Martin after defendant was informed by plaintiff's physician that plaintiff's temporary limitations (no climbing, walking over uneven ground, squatting, kneeling, crouching, pivoting, or other comparable activities) as a result of his disability (torn meniscus in left knee) were permanent and stationary. Defendant terminated plaintiff on the pretext that its contract with the union prevented it from accommodating PPOs with permanent limitations.

Defendant claimed that it has been the 'custom and practice' of defendant to rotate the PPOs every 90 days, and, given plaintiff's permanent limitations, he could not be rotated, as certain posts violated his restrictions. Yet, nowhere in the collective bargaining agreement does it require that the PPOs be rotated. In fact, not all PPOs are rotated and assigned to all posts, as there are some posts (control room posts) that require special training on electronic equipment and other posts that require 'program access,' which all PPOs do not possess. Consequently, only those PPOs who possess the special training or access are assigned to those posts. Plaintiff acquired both the special training and program access necessary to perform all posts.

Defendant further contended that having PPOs who can rotate to every post assures equal distribution of overtime, and if plaintiff could not be assigned to all posts, he might not receive the amount of overtime as other PPOs. Obviously, this is not a sufficient basis to refuse to accommodate plaintiff by assigning him to a post whose duties did not violate his limitations. Further, defendant never discussed with plaintiff whether he was willing to risk receiving less overtime than other PPOs.

Defendant also claimed that Section 9 of the collective bargaining agreement stated that temporary limitations should be accommodated, but makes no mention of permanent limitations. Thus, it is not required to accommodate permanent limitations. Obviously, the contract does not state that permanent limitations should not be accommodated, as it would violate current FEHA and ADA requirements. Defendant also claimed that plaintiff's permanent limitations could preclude him from responding to alarms and emergencies. However, when asked as to how often PPOs assigned to the posts plaintiff could perform are needed to respond to alarms

and emergencies, particularly all posts within the control room where the PPOs are sitting a majority of the shift, defendant admitted that responding to emergency situations would be infrequent, if at all, and numerous other PPOs are also present during an emergency situation to perform any duties he could not perform given his limitations.

In addition, prior to terminating plaintiff, defendant failed to engage in any interactive process with plaintiff or provide any reasonable accommodation. Plaintiff made repeated efforts (both in writing and orally) to discuss his limitations and a reasonable accommodation. However, defendant made no effort to engage in such discussions with plaintiff or his physician. Plaintiff brought claims of FEHA violations, including discrimination and failure to accommodate his disability.

CLAIMED INJURIES

According to Plaintiff: Emotional distress.

CLAIMED DAMAGES

According to Plaintiff: Not reported.

SETTLEMENT DISCUSSIONS

According to Plaintiff: Not reported.

Trials Digest, A Thomson/West business

Los Angeles County Superior Court/Downtown

26 Trials Digest 9th 8 (Cal.Superior), 2005 WL 4126684

END OF DOCUMENT

Westlaw.

29 Trials Digest 9th 13

Page 1

29 Trials Digest 9th 13 (Cal.Superior), 2006 WL 2044625

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Superior Court, Los Angeles County, California.

Mnaskanian vs. 21st Century Insurance Company

TOPIC:

Synopsis: Worker alleges she was discriminated against after sustaining work-related injury

Case Type: Labor & Employment; Disability/Medical Condition; Labor & Employment; Discrimination; Labor & Employment; Termination/Constructive Discharge; Labor & Employment; Violation of Public Policy; Labor & Employment; Age

DOCKET NUMBER: BC307845

STATE: California

COUNTY: Los Angeles

Verdict/Judgment Date: February 16, 2006

JUDGE: Judith C. Chirlin

ATTORNEYS:

Plaintiff: Magdalena E. Cuprys, Doumanian & Associates, Glendale.; Nancy P. Doumanian, Doumanian & Associates, Glendale.

Defendant: Elena R. Baca, Paul, Hastings, Janofsky & Walker, Los Angeles.; Samantha J. Black, Paul, Hastings, Janofsky & Walker, Los Angeles.; Daisy Y. Ha, Paul, Hastings, Janofsky & Walker, Los Angeles.; William S. Waldo, Paul, Hastings, Janofsky & Walker, Los Angeles.

SUMMARY:

Verdict/Judgment: Plaintiff

Verdict/Judgment Amount: \$845,638

Range: \$500,000-\$999,999

\$66,640 past economic damages; \$112,888 future economic damages; \$150,000 past non-economic loss damages; \$150,000 future non-economic loss damages; \$250,000 punitive damages.

Trial Type: Jury

Trial Length: 2 weeks.

Deliberations: 1 week.

Jury Poll: Not reported.

EXPERTS:

Other: Alessandro F. Anfuso, vocational rehabilitation consultant, Forensis Group, Orange, (626) 588-1590.
Robert A. Audell M.D., orthopedic surgeon, Los Angeles, (310) 855-0751.
A. Elizabeth Bloze M.D., physiatrist, Van Nuys, (818) 901-6600.
Rachael Gordon M.D., neuroradiologist, Los Angeles.
Jerrold Sherman M.D., orthopedic surgeon, Santa Monica, (310) 393-9829.

TEXT:

CASE INFORMATION

FACTS/CONTENTIONS

According to Plaintiff: On or about April of 1995, plaintiff Anahid Mnaskanian was hired by defendant 21st Century Insurance. She was assigned to 21st Century's Burbank office where she received training and worked for approximately five years, through approximately May of 2000, in the capacity of file clerk. Her starting salary was \$9 per hour and was increased to \$14/\$15 per hour, given plaintiff's exemplary work performance and favorable evaluations. During the period of January 18, 2000 through May of 2000, plaintiff was re-assigned to work at 21st Century's Woodland Hills location in the capacity of file clerk. During this period, plaintiff was promoted to the position of data entry operator.

On January 16, 2001, plaintiff sustained a work-related injury to her lumbar spine and her right lower extremity. She subsequently filed a workers' compensation claim against 21st Century as a result of the foregoing work-related injury. She was placed on temporary disability in light of the injury and was unable to return to work during the period of her ongoing medical treatment through October 21, 2002.

Following hemilaminectomy and discectomy surgery on January 18, 2002, her physician concluded that her medical/physical condition was 'permanent and stationary' and that she was deemed a 'qualified injured worker' capable of returning to work with limited restrictions.

On or about December 17, 2002, plaintiff was informed by 21st Century that they would have 'modified' or 'alternative' work for her intended to accommodate her physical disability which confined her to semi-sedentary work. However, on February 20 and 28, 2003, 21st Century took the position that they did not have any employment opportunities or positions available to accommodate her disability. Plaintiff alleged that 21st Century had numerous clerical positions available at this time and could accommodate her work experience and physical limitations for semi-sedentary work.

Plaintiff alleged that 21st Century's unwarranted and unjustified refusal to reinstate her in their employ was unlawful and discriminatory under California law. 21st Century contended that it always acted appropriately and lawfully toward plaintiff under the applicable law, and that plaintiff refused to participate in the process to find a reasonable accommodation for her.

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CLAIMED INJURIES

According to Plaintiff: Emotional distress.

CLAIMED DAMAGES

According to Plaintiff: Not reported.

SETTLEMENT DISCUSSIONS

According to Plaintiff: Not reported.

COMMENTS

According to Plaintiff: The complaint was filed on December 17, 2003.

Trials Digest, A Thomson/West business

Los Angeles County Superior Court/Downtown

29 Trials Digest 9th 13 (Cal.Superior), 2006 WL 2044625

END OF DOCUMENT

Exhibit D

Westlaw

2010 WL 5383296

Page 1

2010 WL 5383296 (Cal.Superior)
For Dockets See [BC417507](#)

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Superior Court, Los Angeles County, California.

Mark A. Crawford v. DIRECTV Inc.

No. BC417507

DATE OF VERDICT/SETTLEMENT: September 29, 2010

TOPIC: EMPLOYMENT - DISABILITY DISCRIMINATION - EMPLOYMENT - FAILURE TO ACCOMMODATE - EMPLOYMENT - WRONGFUL TERMINATION - EMPLOYMENT - RETALIATION - EMPLOYMENT - CALIFORNIA'S FAIR EMPLOYMENT & HOUSING ACT
Worker With Ptsd Said He Was Forced to Watch Combat Footage

SUMMARY:

RESULT: Arbitration

Award Total: \$353,172

The parties entered arbitration, and the arbiter found DIRECTV had failed to offer Crawford reasonable accommodations or engage in the interactive process required by FEHA after Crawford was placed on leave. He found no wrongful termination, retaliation or discrimination.

Crawford was awarded \$149,234 for past lost income, \$25,200 for non-economic damages, \$159,762.50 for attorney fees, \$11,123.30 for arbitration costs, and \$7,851.80 for prejudgment interest.

EXPERT WITNESSES:

Plaintiff: [David T. Factor](#); Economics; Pasadena, CA

ATTORNEYS:

Plaintiff: [Vincent Calderone](#); Bononi Law Group; Los Angeles, CA (Mark A. Crawford)

Defendant: [Dianne Baquet Smith](#); Sheppard, Mullin, Richter & Hampton; Los Angeles, CA (DIRECTV Inc.)

JUDGE: [Sherman W. Smith](#)

RANGE AMOUNT: \$200,000-499,999

STATE: California

COUNTY: Los Angeles

INJURIES: Crawford claimed he was terminated from his job due to DIRECTV's failure to grant him reasonable accommodation of his disability. He sought an unspecified amount for lost income and non-economic damages.

Facts:

In 1999, plaintiff Mark Crawford, a veteran of the first Gulf War, was hired as a broadcast operator at DIRECTV's Los Angeles broadcast center. In October 2006, his schedule was changed from Sunday through Wednesday to Wednesday through Sunday. He requested a return to his original schedule, claiming he was participating in therapy for post-traumatic stress disorder on his original days off. He also submitted a note from his social worker which stated that viewing violent images aggravated his condition. He was not returned to his original schedule.

In April 2007, Crawford was placed on administrative leave after two supervisors reported what they claimed was a threatening e-mail. After an evaluation, he was found medically unfit for his position due to his PTSD and placed on medical leave. He was terminated in April 2008 when the leave was exhausted.

Crawford sued DIRECTV, alleging violations of the Fair Employment and Housing Act, wrongful termination and retaliation. He claimed DIRECTV failed to offer him reasonable accommodations for his disability or engage in an interactive process after he was placed on leave. He alleged he requested a reasonable accommodation to a position where he would not be required to watch unedited combat footage, and that he knew of and was qualified for a number of such positions at the company. He claimed no discussions of accommodations were made after he was placed on medical leave.

DIRECTV argued that Crawford did not claim any disabilities prior to his schedule change and that it offered him reasonable accommodations such as days off, job transfers, or a leave of absence, but that he refused them. DIRECTV claimed no accommodations were possible after Crawford was placed on leave as he was never medically cleared to return to work. It further argued there were no available positions where Crawford would not be required to view violent images. The defense contended Crawford was terminated because he was not medically cleared to return to work at the time he ran out of medical leave time.

ALM Properties, Inc.

Superior Court of Los Angeles County, Central

PUBLISHED IN: VerdictSearch California Reporter Vol. 9, Issue 48

2010 WL 5383296 (Cal.Superior)

END OF DOCUMENT

Westlaw

38 Trials Digest 11th 12

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38 Trials Digest 11th 12 (E.D.Cal.), 2008 WL 4223600

For Opinion See 2008 WL 3154681 , 104 Fair Empl.Prac.Cas. (BNA) 213 , 2008 WL 782846 , 2008 WL 162602 ,
102 Fair Empl.Prac.Cas. (BNA) 676

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United States District Court, E.D. California.

Noyes vs. Kelly Services Inc.

TOPIC:

Synopsis: Software developer claims company promoted employees of one religion

Case Type: Labor & Employment; Discrimination; Labor & Employment; Religion

DOCKET NUMBER: 02CV02685(GEB)

STATE: California

COUNTY: Not Applicable

Verdict/Judgment Date: April 4, 2008

JUDGE: Garland E. Burrell Jr.

ATTORNEYS:

Plaintiff: Robert Burch, Law Offices of Robert Burch, Nevada City; M. Catherine Jones, Law Offices of M. Catherine Jones, Nevada City.

Defendant: E. Joseph Connaughton, Paul, Plevin, Sullivan & Connaughton, San Diego; Gregory A. Klawitter, Paul, Plevin, Sullivan & Connaughton, San Diego; Tyler M. Paetkau, Littler Mendelson, San Francisco.

SUMMARY:

Verdict/Judgment: Plaintiff

Verdict/Judgment Amount: \$6,547,174

Range: \$5,000,000-999,999,999

\$59,983 past lost earnings and benefits; \$8,400 other past economic loss; \$70,391 future lost earnings and benefits; \$8,400 other future economic loss; \$500,000 non-economic loss, including emotional distress; \$5,900,000 punitive damages. The court later reduced the punitive damages award to \$647,174, equal to the compensatory damages. The court awarded plaintiff \$765,973 in attorney fees and litigation expenses.

Trial Type: Jury

Deliberations: Not reported.

Jury Poll: Not reported.

EXPERTS:

Plaintiff: Not reported.

Defendant: Not reported.

TEXT:

CASE INFORMATION
FACTS/CONTENTIONS

According to court records: In October 1994, plaintiff Lynn Noyes started working for defendant Kelly Services Inc. in Nevada City as a software developer. Plaintiff remained employed there on a full-time basis until she was laid off on May 18, 2004. Plaintiff alleged defendant failed to promote her to software development manager in April 2001, instead promoting a less senior, less qualified member of the Fellowship of Friends, Joep Jilesen.

According to plaintiff, between 1997 and April 2001, there were five promotions to management positions for which plaintiff was qualified, and four of those positions went to members of the Fellowship of Friends, a religious organization based in Oregon House, California. William Heinz, the top manager of the Nevada City site and a vice president, was a Fellowship member. Plaintiff claimed Heinz followed discriminatory recruiting, hiring, and promotion policies based on religious preference, favoring those who were members of the Fellowship over non-members such as herself.

Plaintiff said other employees had alerted defendant corporate representatives about the illegal discrimination beginning in 1998. Plaintiff said defendant's investigation of Heinz's hiring and promotion practices after the 1999 letter failed to produce any significant changes in the Nevada City hiring or promotion practices. The number of Fellowship employees continued to increase throughout Heinz's tenure until nine out of the 15 full-time employees on the floor where plaintiff worked were Fellowship members in December 2002, when she filed her lawsuit.

CLAIMED INJURIES

NA

CLAIMED DAMAGES

According to court records:
Not reported.

SETTLEMENT DISCUSSIONS

According to court records:
Not reported.

COMMENTS

According to court records:
The complaint was filed on December 18, 2002.

Trials Digest, A Thomson/West business

Eastern District Federal Court/Sacramento

38 Trials Digest 11th 12 (E.D.Cal.), 2008 WL 4223600

END OF DOCUMENT

Westlaw

2006 WL 5305734

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2006 WL 5305734 (Cal.Superior)
For Opinion See 2007 WL 2691795 (Trial Order), 2007 WL 2691794 (Trial Order), 2006 WL 4758363 (Trial Order)

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Superior Court, San Diego County, California

Fred Denenberg v. California Department of Transportation

No. GIC836582

DATE OF VERDICT/SETTLEMENT: September 16, 2006

TOPIC: EMPLOYMENT - SEXUAL ORIENTATION DISCRIMINATION - EMPLOYMENT - FAILURE TO ACCOMMODATE

Clerk Claimed Discrimination Based on Disability, Orientation

SUMMARY:

RESULT: Verdict-Plaintiff

The jury did not find any discrimination based on sexual orientation. It did, however, find the defendant failed to provide Denenberg with a reasonable accommodation and discriminated against him on the basis of a disability. The jury awarded Denenberg \$119,000 in economic damages and \$25,000 in noneconomic damages, for a total \$144,000. The judge awarded him an additional \$490,000 in attorney's fees and \$133,000 in costs, and ordered the department of transportation to award him a retroactive promotion. The promotion will result in an additional \$12,000 of annual earnings through his career as well as upward adjustments to his retirement benefits.

EXPERT WITNESSES:

Plaintiff: Brian P. Brinig, J.D., C.P.A.; Damage Analysis; San Diego, CA Christopher Benbo, M.D.; Psychiatry; La Jolla, CA George Pratt, Ph.D.; Psychology/Counseling; La Jolla, CA Michael A. Robbins; Human Resources Policies; Bell Canyon, CA

Defendant: Mark A. Kalish, M.D.; Psychology/Counseling; San Diego, CA

ATTORNEYS:

Plaintiff: Paul D. Jackson; Law Offices of Paul D. Jackson; San Diego, CA (Fred Denenberg); David M. deRubertis; The deRubertis Law Firm; Woodland Hills, CA (Fred Denenberg)

Defendant: Christopher J. Welsh; California Department of Transportation; San Diego, CA (California Department of Transportation); Julie A. Jordan; CalTrans Legal Department; San Diego, CA (California Department of Transportation)

JUDGE: Steven R. Denton

RANGE AMOUNT: \$100,000-199,999

STATE: California

COUNTY: San Diego

INJURIES: Denenberg claimed that he suffered emotional distress and sought treatment from a psychologist. He also sought to recover the income he lost when he took a leave of absence to cope with the distress caused by the way his employer treated him.

Facts:

In 1998 plaintiff Fred Denenberg, a gay man, was hired by the California Department of Transportation as an office technician, an entry-level position. He received excellent performance reviews and was promoted to assistant administrator. Starting in 1999, he sought promotion to associate administrator, the next job level above his own. Such a promotion would normally occur in relatively short time, he alleged, but his requests were repeatedly denied. He was told that budgetary constraints had forced the company to put into place a hiring and promotions freeze. When the freeze was lifted on July 1, 2004, Joseph Hull, the deputy director of traffic operations, promised Denenberg that his promotion would be processed.

When Hull had not yet finished processing the paperwork by late August 2004 despite Denenberg's further complaints, Denenberg sought legal counsel. His attorney, Paul Jackson, sent the department's upper management a letter alleging that Denenberg had been the subject of harassment based on his sexual orientation and that the department had failed to promote him because he was gay. Afterward, Denenberg's superiors and co-workers leveled accusations of wrongdoing against him. The alleged wrongdoing included telling a co-worker to "kiss his ass," making derogatory comments about a co-worker's religion, slamming a door in a co-worker's face and acting in a rude manner toward co-workers and management.

In late September 2004, Denenberg, who claimed to be suffering from stress and depression related to his workplace, complained about a sexually related email sent from a co-worker a year earlier. At the instruction of a psychologist, he went on a leave of absence, and the department stopped processing his promotion.

In August 2005, one year after his original stress leave began, Denenberg's psychologist recommended that he be given an accommodation that allowed him to telecommute. Hull did not allow telecommuting, however, and denied the accommodation. The psychologist revised the accommodation to request that Denenberg return to the workplace but that any face-to-face interaction with the co-workers he claimed had retaliated against him be minimized. Hull denied that request as well.

When Denenberg was able to return to work without restriction, the department informed him it had eliminated his position and offered him six other positions that were equivalent or nearly equivalent to his former position. Denenberg declined them all.

Denenberg sued the California Department of Transportation for discrimination and retaliation on the basis of sexual orientation and discrimination and retaliation on the basis of disability. He contended that for a period of about 1.5 years he was harassed based on his sexual orientation; the alleged harassment consisted of perceived sexual advances, derogatory comments about his orientation and a degrading, homophobic email. He claimed that the department's refusal to promote him in September 2004 was in retaliation for the letter his attorney wrote complaining of harassment and discrimination. He also claimed that the department's stated reason for not promoting him--that he went on medical leave--indicated disability discrimination and showed that the company was retaliating against him for seeking accommodation of a disability. He further alleged that when his psychologist approved his return to work with a minimum of interaction with co-workers, there were desks and offices available that could have been used to meet this request.

The defendant denied any wrongdoing. It claimed that the reason Denenberg was not promoted was because he had

either failed the promotional exam or did not receive a high enough score for placement. The state budget crises, the department's budget, and the lack of available work prevented promotions for new hires until June 30, 2004. Once the freeze was lifted, the plaintiff was promised a noncompetitive promotion. It contended that it had begun processing a noncompetitive promotion for Denenberg at the time he took his leave but stopped when he was out for almost two years and the department did not know when or whether he would return to work and that, under the Civil Service Act, the promotion could not go through because he was not at work to accept the new appointment. This had implications for his retirement and benefits.

The department also claimed that the request to telecommute was denied because the position required interaction with co-workers and the timely sharing of information. The department noted that over the course of nine months, it offered the plaintiff six alternative positions at the same classification and rate of pay but he refused all of them. Finally, the company denied any knowledge of the claimed harassment.

Before the trial began, the plaintiff dropped the claim that he should have been promoted before 2003. The state had a freeze on promotions and new hires between June 2003 and June 2004.

At trial, the defense impeached Denenberg's credibility by attacking his assertion that he had never been involved in any other lawsuits by introducing numerous lawsuits that he had either filed or were filed against him.

The defendant claimed that it was not his workplace problems that caused the plaintiff's medical condition but rather other stressors, such as a tumultuous relationship with his domestic partner who suffered from chronic medical problems. The defendant introduced evidence of domestic discord, including allegations of domestic abuse.

Insurer:

Self insured California Department of Transportation

ALM Properties, Inc.

Superior Court of San Diego County, at San Diego

PUBLISHED IN: VerdictSearch California Reporter Vol. 7, Issue 4

2006 WL 5305734 (Cal.Superior)

END OF DOCUMENT

PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

I am employed by Nationwide Legal, Inc. in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2029 Century Park East, Suite 3500, Los Angeles, CA 90067. On June 30, 2011, I served the within documents:

NOTICE OF REMOVAL OF CIVIL ACTION

☐ I sent such document from facsimile machine (310) 201-5219 on June 30, 2011. I certify that said transmission was completed and that all pages were received and that a report was generated by facsimile machine (310) 201-5219 which confirms said transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the parties listed below.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

☐ by having Nationwide Attorney Service personally deliver the document(s) listed above to the person(s) at the address(es) set forth below.

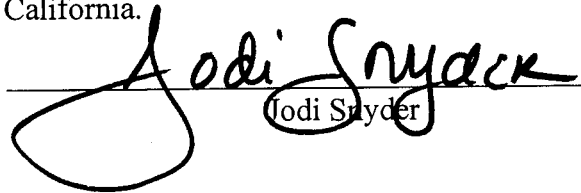
ATTORNEYS FOR PLAINTIFF

Caesar S. Natividad, Esq.
Natividad Law Firm
1316 Indian Well Drive
Diamond Bar, California 91765
Tel: (909) 217-3264
Fax: (909) 954-9927

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 30, 2011, at Los Angeles, California.


Jodi Snyder

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Gary A. Feess and the assigned discovery Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

CV11- 5456 GAF (PJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Teddy Salanga	DEFENDANTS United Air Lines, Inc. and David Condemni
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Caesar S. Natividad (State Bar No. 207801) Natividad Law Firm 1316 Indian Well Drive Diamond Bar, CA 91765 Phone: (909) 217-3264/Fax: (909) 954-9927	Attorneys (If Known) Lorraine H. O'Hara (State Bar No. 170153) Joshua A. Rodine (State Bar No. 237774) Seyfarth Shaw LLP 2029 Century Park East, Suite 3500, Los Angeles, CA 90067-3063 Phone: (310) 277-7200/Fax: (310) 201-5219

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input checked="" type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input checked="" type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														
IV. ORIGIN (Place an X in one box only.) <input type="checkbox"/> 1 Original Proceeding <input checked="" type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge																			

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. § 1332

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 22 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input checked="" type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 61 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW 405(g) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: **LACV11-5456**
 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Defendant, United Air Lines, Inc. is incorporated in the State of Delaware and its principal place of business in the State of Illinois. Defendant David Condemni is a sham defendant as set forth in the Notice of Removal.

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date June 30, 2011

Joshua A. Rodine

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed by Nationwide Legal, Inc. in the County of Los Angeles, State of California. I
5 am over the age of 18 and not a party to the within action; my business address is: 2029 Century Park
East, Suite 3500, Los Angeles, CA 90067. On June 30, 2011, I served the within documents:

6 **CIVIL COVER SHEET**

7
8 ☐ I sent such document from facsimile machine (310) 201-5219 on June 30, 2011. I
9 certify that said transmission was completed and that all pages were received and that
10 a report was generated by facsimile machine (310) 201-5219 which confirms said
transmission and receipt. I, thereafter, mailed a copy to the interested party(ies) in this
action by placing a true copy thereof enclosed in sealed envelope(s) addressed to the
parties listed below.

11 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
12 fully prepaid, in the United States mail at Los Angeles, California addressed as set
forth below.

13 ☐ by having Nationwide Attorney Service personally deliver the document(s) listed
14 above to the person(s) at the address(es) set forth below.

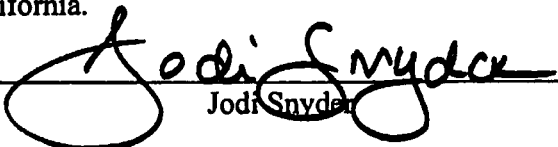
15 **ATTORNEYS FOR PLAINTIFF**

16 Caesar S. Natividad, Esq.
17 Natividad Law Firm
1316 Indian Well Drive
Diamond Bar, California 91765
Tel: (909) 217-3264
18 Fax: (909) 954-9927

19 I am readily familiar with the firm's practice of collection and processing correspondence for
20 mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with
postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party
21 served, service is presumed invalid if postal cancellation date or postage meter date is more than one day
after the date of deposit for mailing in affidavit.

22 I declare under penalty of perjury under the laws of the State of California that the above is true
and correct.

23 Executed on June 30, 2011, at Los Angeles, California.

24 
25 Jodi Snyder
26
27
28